

**AGREEMENT BETWEEN
THE COUNTY OF HUDSON**

AND

NJCSA HUDSON COUNTY SUPERVISORS LOCAL #22

July 1, 2015 THROUGH JUNE 30, 2020

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PREAMBLE

AGREEMENT entered into this 11TH day of January, 2016 between the **COUNTY OF HUDSON**, hereinafter referred to as the "County" and **NJCSA HUDSON COUNTY SUPERVISORS LOCAL, INC., COUNCIL NO. 22**, hereinafter referred to as the "Union".

ARTICLE I

Recognition

1. The County recognizes NJCSA Hudson County Supervisors Local, Inc., Council No. 22, New Jersey Civil Service Association, as the sole exclusive bargaining representative for all supervisory employees employed by the County of Hudson excluding all managerial executives, confidential employees, police, craft employees, fire employees, non-supervisory employees within the meaning of the Act, employees in other negotiations units, employees in the Personnel Department, County Legal Department, County Adjustor's Office, Prosecutor's Office, Office of the Board of Chosen Freeholders, Judiciary, Office of the County Executive, Office of the County Administrator, and all other employees employed by the County of Hudson.

2. The supervisory unit includes the following job classifications:
- Administrative Clerk, Register's Office
 - Assistant Supervisor Institutional Housekeeping
 - Assistant Hospital Maintenance Supervisor
 - Assistant Supervisor Building Services
 - Assistant Supervisor of Therapy Aides
 - Assistant Supervisor Parks
 - Assistant Supervisor Garage Services
 - Assistant Supervising Mechanic
 - Assistant Supervisor Roads
 - Assistant Supervisor of Accounts
 - Assistant Traffic Signal Supervisor
 - Building Superintendent
 - Chief Project Coordinator
 - Chief Bridge Operator
 - Deputy Chief of Custody
 - General Supervisor Roads
 - Maintenance Supervisor

- Medical Record Administrator
- Print Shop Supervisor
- Psychiatric Social Worker Supervisor
- Recreation Supervisor
- Road Maintenance Supervisor
- Social Worker Supervisor
- Supervising Maintenance Repairer
- Supervising Clerk Typing
- Supervising Communications Operator
- Supervising Buildings and Grounds
- Supervising Mechanic
- Supervising Maintenance Repairer Electrical
- Supervising Occupational Therapy Aide
- Supervising Account Clerk
- Supervising Motor Pool
- Supervising Juvenile Officer
- Supervising Telephone Operator
- Supervising Clerk
- Supervisor Parks
- Supervisor Garage Services
- Supervisor Recreation Maintenance
- Supervisor of Bridges
- Supervisor of Penal Counselors
- Supervisor Building Services
- Supervisor of Accounts
- Supervisor Central Supply
- Supervisor Account Clerk Typing
- Supervisor Telephone Services
- Supervisor Grounds
- Supervisor Traffic Maintenance
- Supervisor of Patient Accounts
- Supervisor Roads
- Supervisor Radio Maintenance
- Supervisor of Transportation and Vehicle Maintenance
- Supervisor, Trades
- Supervisor Admissions and Records Officer
- Supervising Security Systems Operator
- Vocational Counselor

ARTICLE II

Management Rights

A. The Union recognizes that the County may not, by agreement, delegate authority and responsibility, which by law are imposed upon and lodged with the County.

B. The County reserves to itself sole Jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and with the relevant State Administrative agency with jurisdiction to do the following:

- I. to direct employees of the County;
2. to hire, assign, promote, transfer and retain employees covered by this Agreement with the County or to suspend, demote, discharge, or take disciplinary action against employees;
3. to make work assignments, work and shift schedules including overtime assignments;
4. to relieve employees from duties because of lack of work, or other legitimate reasons;
5. to maintain the efficiency of the County operations entrusted to them;
6. to determine the methods, means and personnel by which such operations are to be conducted;
7. to make any and all decisions in the sole and absolute discretion of the County that affect directly or indirectly the County Pension Program. No

such decision by the County shall in any way be subject to the grievance procedure herein set forth.

C. 1. If, during the term of this Agreement, the County contracts out, or subcontracts, work normally performed by Employees covered by this Agreement, Employees affected will be given every priority available to continue their employment within their classification, or any other position available for which they are qualified, prior to lay off or similar action.

2. The County agrees to met with the Union to discuss all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.

3. If the County decides to subcontract or sell a service, it will provide the Union with thirty (30) days notice prior to submitting a layoff plan to the relevant State Administrative Agency with jurisdiction.

ARTICLE III

Discipline and Discharge

A. Disciplinary action may be imposed upon an employee only for a just cause as an employee. Any disciplinary action or measure imposed upon any employee may be processed as a grievance under the grievance procedure contained in this Agreement, to the extent permitted by law, provided that the contractual grievance procedure shall not be utilized when an aggrieved employee has recourse to statutory Civil Service appeal procedures. In such a case the statutory Civil Service appeal procedure shall serve as the exclusive remedy.

B. If the County has just cause and reason to reprimand an employee, such reprimand shall not be made in the presence of other employees or the public.

C. The County shall not discharge without just cause any employee who has permanent status or probationary status in a job title under the Civil Service statutes and regulations, except as therein provided. The County shall not discharge without just cause any employee who has provisional, seasonal or temporary status in a job title under the Civil Service statutes and regulations, and who has served in , such job title in a provisional, seasonal or temporary capacity for more than one year.

D. If, in any case the County feels there is just cause for suspension and/or discharge, the County must notify the employee involved, in writing, that he/she has been suspended and is subject to discharge.

E In the event the Local is dissatisfied with the Step 3 determination, the Union may submit the dispute to binding arbitration under Step 4 of the grievance and arbitration procedure contained in this Agreement to the extent permitted by applicable law, provided the Union submits its demand for arbitration within fifteen (15) working days of the Step 3 determination, and provided further that the disciplinary action falls into one of the following categories:

- a) Minor Disciplinary Action;
- b) Major Disciplinary Action, and the employee has no alternative statutory appeal mechanism under Civil Service or other applicable State law by which to challenge or review said major disciplinary action.

For purposes of this Article, "Major Disciplinary Action" is defined as termination; disciplinary demotion; a suspension or fine of greater than five (5) working days' duration; a suspension or fine of five (5) working days or less where the aggregate number of days the employee was suspended or fined in the calendar year is fifteen (15) working days or more; or, the last suspension or fine where the employee receives three (3) suspensions or fines of five (5) working days or less in a calendar year.

"Minor Discipline" is defined as any disciplinary action other than major discipline. Only the Union may submit a disciplinary action to binding arbitration.

ARTICLE IV

Union Rights

A Aid to Other Unions

The County will not aid, promote, or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with any such group organization for the purpose of undermining the Union.

B. Bulletin Boards

1. The County will provide space on centrally located bulletin boards that will be for the exclusive use of the Union. The County will install a bulletin board with locking capability, at each facility wherein Union members are located for the sole and exclusive use of the Union.

2. Materials to be posted on such bulletin boards will be delivered to designated County officials by the Union two (2) days in advance of the proposed posting and include a requested date of posting and removal.

3. Materials to be posted will consist of the following:

- a. notices of Union meetings;
- b. notices concerning official Union business; and
- c. notices covering social and recreational events

4. No materials will be posted which contain profane or obscene language or which is defamatory of the County or its representatives and employees or which is critical of or condemns the methods, policies or practices of the County or which constitutes political election campaign material.

C. Membership Packets

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union. The County agrees to distribute such membership packets to new employees during the initial phase of employment.

D. Pledge Against Discrimination and Coercion

1. The County agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or by the County representative against any employee because of Union membership.

2. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, perceived sexual orientation, disability or perceived disability. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement. All employees are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

3. Union agrees not to interfere with the rights of Employees not to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Union.

ARTICLE V

Union Security and Agency Shop

A. Dues Deduction

1. The County agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregated deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th and last day of the current month, after such deductions are made.

2. When an employee transfers from one department or location, but remains in the same certified bargaining unit, he/she shall continue to be covered by the same dues check-off authorization of the Union and not be required to sign another authorization card.

B. Agency Shop

1. Upon the request of the Union, the Employer shall deduct a representation fee from wages of each employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

3. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed the amount allowed by Law, currently 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the Employer harmless any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The Employer shall remit the amount deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5c) and 5.6 (L. 1979, c.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union falls to maintain such a system, or if membership is not so available, the .Employer shall immediately cease making said deductions.

7. Agency fees shall be deducted upon the execution of this Memorandum of Agreement.

ARTICLE VI

Grievance and Arbitration Procedure

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of employment.

B A grievance to be considered in this procedure must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees, shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

Step One: The grievance shall be discussed with the employee involved and the Union representative with the Division Chief designated by the County. The answer shall be in writing and made within five (5) calendar days by such immediate supervisor to the Union. If the fifth day falls on a Saturday, Sunday or holiday, the answer is due on the next scheduled administrative workday.

Step Two: If the grievance is not settled through Step One, the grievance shall be reduced to writing by the Union and submitted to the Director of the Department, or any person designated by him/her, within seven (7) calendar days. The answer shall be in writing with a copy to the Union within seven (7) calendar days of the submission. If the seventh day falls on a Saturday, Sunday or holiday, the answer is due on the next scheduled administrative workday.

Step Three: If the grievance is not settled at Step Two, the grievance shall be submitted to the County's Director of Personnel, or any person designated by him/her within seven (7) calendar days. A written answer shall be served upon the individual and the Union within fourteen (14) calendar days after submission. If the seventh day of the submission of the grievance or the fourteenth day of the answer falls on a Saturday, Sunday or holiday, said grievance or answer is due on the next scheduled administrative workday.

Step Four: If the grievance is not settled at Step Three then the Union/County shall have the right within seven (7) calendar days to submit such grievance to an arbitrator. Only the Union or the County can submit a grievance to arbitration. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination that shall be binding on both parties, and upon the grievant. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own cost of the arbitration but the costs of the arbitrator shall be borne by the County and the Union equally.

The Union President, or his/her authorized representative, may report an impending grievance to the County Executive in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his/her own grievance through Step 3 of this procedure, provided a Union representative may be present as an observer at any hearing on the individual's grievance. Only the County or the Union may submit a grievance to arbitration.

F. Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the County's facilities.

G Investigation and processing grievance by officially designated Union Stewards that have been formalized and submitted in writing, shall be allowed provided that such terms shall be reasonable and limited to one hour and provided there is no undue interruption of work activities. In emergency situations, these limitations may be extended. The accredited Union Steward shall provide reasonable notifications to his/her supervisor or to the appropriate authority whenever he/she wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointment when the work warrants this.

The Union shall designate to the County the names of the officially accredited Union Stewards who shall have the authority under this Article. It is understood labor management meetings shall be attended by no more than one-half ($\frac{1}{2}$) of the number of stewards.

H. Failure on the part of the County to answer a grievance at any step shall be deemed a denial by the County and permit the Union to proceed to the next step.

ARTICLE VII

Holidays

A. The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement unless it is increased by the County. Notwithstanding the foregoing, the County reserves the right, at its discretion, to adjust the holiday schedule herein to conform to that promulgated by the State of New Jersey. This change will in no way increase or decrease the number of Holidays.

B. The thirteen (13) paid holidays are as follows:

- | | |
|--------------------------|------------------------------|
| ● New Year's Day | ● Columbus Day |
| ● Martin Luther King Day | ● Election Day |
| ● Washington's Birthday | ● Veteran's Day |
| ● Good Friday | ● Thanksgiving Day |
| ● Memorial Day | ● Day after Thanksgiving Day |
| ● Independence Day | ● Christmas Day |
| ● Labor Day | |

C. In the event an employee is required to work on any legal holiday set forth in the parties' Agreement, the employee shall be paid, as his/her total holiday compensation one and one-half times (1 and 1/2) his/her regular base pay for all hours worked on the holiday, and shall receive an additional day off with pay within thirty (30) days of the holiday, or an extra day's regular base pay in lieu thereof, as determined by the County.

D. Employees shall be eligible for holiday pay under the following conditions:

1. An employee would have been scheduled to work on such a day unless the employee is on a day off, vacation, or sick leave.
2. If a holiday is observed on an employee's day off or during his/her vacation, he/she shall be granted an additional day off for the unworked holiday within one month of the date on which it occurred.
3. The employee was on paid status, such as sick leave, vacation, personal leave or jury duty, the workday before and after the holiday.
4. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.
5. ABSENCE BEFORE AND AFTER HOLIDAY:

An employee who is absent from work due to illness the day before and /or the day following a legal holiday, shall not be paid for the holiday unless he/she has accrued sick leave or has requested vacation time in advance, or produces a doctor's certificate. If an employee is carried on the payroll as "absent no pay" or on a leave of absence without pay, this employee does not receive holiday pay, if a holiday is observed while he/she is employed in either status.

ARTICLE VIII

Sick Leave

Amount of Sick Leave

New County employees receive one working day for the initial month of employment if they begin work on the 1st through the 8th of the calendar month and one-half working day if they begin on the 9th through the 23rd of the month. Employees who begin to work after the 23rd of the month are not entitled to any sick leave for that month.

After the initial month of employment and up to the end of the first calendar year, employees are credited with one working day for each month of service.

After the first calendar year of service employees receive 15 working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

Employees who regularly work 20 hours or more and less than 35 hours per week are entitled to a proportionate amount of paid sick leave. For example, employees who regularly work 25 hours per week are entitled to 9.5 sick days per full year worked.

Employees do not earn paid sick days while on unpaid status, including a leave of absence, suspension or absent status.

Sick leave does not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

An employee who exhausts all paid sick leave in any one year will not be credited with additional paid sick leave until the beginning of the next calendar year. Employees who have exhausted their sick leave will be docked for any additional days absent in that calendar year.

Employees who leave the County for any reason other than retirement will not be paid for unused sick days.

Employees may chose to use, or the County may require employees to use, accrued paid-leave (including paid-sick, vacation or personal leave) to cover some or all leave taken under the Family Medical Leave Act. Employees who choose to use paid leave for FMLA purposes, must notify their supervisors in writing of their decision. If the County requires an employee to use paid leave for FMLA purposes, an appropriate written notice will be issued to the employee. Please refer to the County Employee Handbook for additional information about FMLA.

Employees who leave work because of a personal or immediate family member's entitlement to paid sick leave will be charged with a proportional amount of paid sick leave for the time not worked. Employees who leave work because of a personal or immediate family member's entitlement to paid leave but who have no sick leave will be paid for the hours worked that day. They will be docked for the time not worked. This paragraph is effective July 1, 2004. Until that date, the parties will continue the practice of allowing employees to leave work due to a personal illness or injury after four hours of work without loss of pay or being charged a fraction of a sick day.

Authorized Uses

Sick leave may be used by employees who are unable to work because of:

1. Personal injury or illness not related to County employment;
2. Exposure to contagious disease not related to County employment;
3. Care, for a reasonable period of time, for a seriously ill member of the employee's immediate family ("immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing

in the employee's household); or

4. Death in the employee's immediate family, for a reasonable period of time.

Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicap when the aid is necessary to function on the job.

Other than the instances detailed above, employees are not entitled to use sick leave.

Maternity/Paternity Needs

Employees may use accrued sick leave in cases of the birth of their children. Verification of the need for the sick leave may be required.

Doctor's Notes

In all instances, employees claiming entitlement to sick leave may be required to submit a doctor's note. The note must explicitly excuse the employee from work on each day absent because of a covered medical condition. Notes that merely indicate that the employee had a doctors visit are not acceptable. Doctor's notes may be required regardless of the number of days absent. This is true even if the employee is attending to a seriously ill immediate family member. In that situation, the employee may be required to supply a note from the immediate family member's doctor stating that the employee could not return to work on each day the employee was absent because of the immediate family members medical condition. ***FAILURE TO SUBMIT REQUIRED DOCTORS NOTES PRIOR TO THE START OF THE NEXT SCHEDULED WORK DAY WILL RESULT IN DENIAL OF PAID SICK LEAVE AND WILL RESULT IN DISCIPLINE UP TO AND INCLUDING DISCHARGE.*** Absences covered by the Family and Medical Leave Act are governed by a separate provision that requires completed certifications to be submitted within 15 calendar days. See the County Employee Handbook for details.

Employees who are using paid sick leave to cover leave taken under the Family Medical

Leave Act must supply a Certification of Health Care Provider within 15 calendar days of the employee's initial notification of a covered condition. A blank Certification is enclosed with the County Employee Handbook.

Sick Leave Abuse

Abuse of sick leave or chronic or excessive absenteeism will result in discipline up to and including discharge. Abuse includes using sick leave when you are not ill. Examples of chronic or excessive absenteeism include situations where employees routinely use more than the amount of sick leave earned in a calendar year or where a pattern of absences is established.

Unearned Sick Leave

Employees who resign, are dismissed or laid off and have used more sick days than they earned, will have the value of the excess sick leave deducted from their last paycheck or otherwise be obligated to reimburse the County for the excess sick leave used.

Sick Leave Call-in Procedure

An employee on a rotating shift or who is assigned to work in a continuous work location, such as a hospital, who is absent due to illness or injury must notify a supervisor at least 60 minutes prior to the start of the employee's regularly scheduled work day. Employees must notify his/her supervisor no later than 15 minutes after the start of the employee's regularly scheduled work day.

Employees who fail to timely notify the appropriate supervisor will be denied sick leave and are subject to discipline.

The only exception to this call-in procedure is when an employee establishes that he or she could not call in because of unusual or emergent circumstances.

ARTICLE IX

LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY

WORKERS' COMPENSATION

Employees who cannot work due to job-related injury or illness are eligible for workers' compensation. Absences attributable to job-related illness or injury are not charged to sick leave. Employees so affected will be paid 100% of her/his base biweekly salary for the first seven days of a job-related injury or illness. Effective the eighth day employee will receive 70% of his/her base biweekly salary up to a maximum payment established by the Workers' Compensation statute.

In order to be eligible for Workers' Compensation benefits an injured or ill employee must immediately report the injury or illness to his or her supervisor who will submit a written report.

The County employs the services of a Third Party Administrator (TPA) to process Workers' Compensation Claims. The County has authorized the TPA to designate appropriate doctors, surgeons and hospitals and/or other medical providers for the treatment of job related injuries or illnesses. If an employee utilizes any medical provider without the County's prior written authorization, the County will not be liable for the payment of bills, and medical insurance will not pay for that treatment.

In cases of emergencies requiring immediate medical treatment, employees may be treated at the nearest medical facility.

Failure to follow these procedures will result in delay or forfeiture of benefits and the imposition of discipline.

ARTICLE X

Unpaid Leaves

A. In the discretion of the County, which shall not be unreasonable, a limited number of leaves of absence for a limited period, not to exceed six (6) months, may be granted for a reasonable purpose.

B Employees elected or appointed to any Union office who wish to do Union work which takes them from their employment with the County shall be granted a leave of absence without pay. The leaves of absence shall not exceed one (1) year, but it may be renewed or extended at the discretion of the County. The number of employees granted leave under this provision shall be reasonable.

C. Three (3) members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence without pay at the request of the Union for a period not to exceed one (1) month.

D. Requests for military leaves of absence will be covered by applicable law.

ARTICLE XI

Jury Duty Leave

A. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the employee's absence from work would seriously handicap a patient's care or impair in any way the operation of his/her position, the employee shall be expected to serve.

B. Regardless of the length of time in performing this responsibility the employee's service record will remain unbroken.

C. The employee will receive pay during the period of jury service equal to his/her regular wages less the remuneration of jury service allowance. A statement of jury earnings and time served must be supplied by the employee to the County to allow verification of same.

D. If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four (4) hours remaining in his/her work shift.

E. Employees scheduled to work the 4:00pm-12:00 midnight and 12:00 midnight-8:00am shifts will not be required to report for duty on those shifts on days the employees are on jury duty. Instead, the employees will be assigned to the 8:00am-4:00 pm shift. Employees whose shifts are changed pursuant to this Section will not be required to report for work on the 8:00am-4:00pm shift if they are released from jury duty with less than four hours remaining on their shift. Employees will be required to report for work if they are released from jury duty with four or more hours remaining on their shift.

ARTICLE XII

Funeral Leave

A. An individual employee shall be given three (3) days with pay as funeral leave for a leave for a death in the employee's immediate family.

B. An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law and grandparents. Effective July 1, 2003, funeral leave for aunts and uncles shall not be given.

C. Matters of special circumstances involving an extension of leave time with or without pay shall be at the sole discretion of the County.

D. Funeral leave shall be defined as leave granted for bereavement purposes and its use for any other purpose is prohibited.

ARTICLE XIII

Childbirth Leave

A. Childbirth leave shall be granted to the following:

1. Childbirth leave without pay for a period of not more than one year shall be granted to any employee for the birth or adoption of a child.

2. This Article shall be interpreted in accordance with the Civil Rights Act of 1964, as amended, and with the New Jersey Family Leave Act, N.J. S.A. 34:11 B-1, et seq.

ARTICLE XIV

Union Activity Leave

A. The County agrees to provide a total of fifteen (15) days leave of absence with pay for delegates of the Union to attend Union activities per year.

B. The leave is to be used exclusively for participation in regularly scheduled meetings or conventions or labor organizations with which the Union is affiliated or for training programs for stewards and Union officers and for which appropriate approval by the County is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the Personnel Office where the individual is employed at least twenty-one (21) days in advance of the date or dates of such meeting.

ARTICLE XV

Health Benefits and Insurance

A. Medical Coverage

The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect unless the County and Union mutually agree to any change.

B. Prescription Drug Plan

.Prescription drug co-pays will be pursuant to the State Health Benefits Program.

C. Dental Program

The County will continue the basic County dental program which shall be at the benefit level of the Blue Cross/Blue Shield Basic Plan benefit level. The County's basic dental program shall provide for full family coverage. The County shall implement an employee-paid upgrade in the current dental insurance plan. Such upgrade will be at no expense to the County. The County will exert its best efforts to assure that employee payments for the dental upgrade are made as pre-tax income.

D. Life Insurance

The County's life insurance program. shall be increased to maintain a benefit level of \$5,000.00.

E. The parties agree that the County shall have unilateral right to select the insurance carrier and program and/or self-insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program or decision to self-insure shall not be subject to the grievance procedure. No reduction in benefit level shall result.

F. The parties agree that the Union in combination with other County bargaining unit representatives shall participate in an Insurance Review Committee which shall be established by the County of Hudson, in its discretion, for the purpose of reviewing insurance benefits presently available to bargaining unit employees. The issue of dental and eyeglass plans to be referred to the County-Wide Committee. The

County shall provide that the Insurance Review Committee meet within six months of the signing of this Agreement.

G The County shall maintain a Disability Plan covering all Employees, which shall be the New Jersey Disability Compensation Plan, for which the Employee and the County are required to make equal payments.

H The County shall pay the costs of medical insurance coverage as defined in Section A, above, for employees who retire with at least twenty-five years of credited service in a State or locally-administered retirement system, excepting employees who elect deferred retirement, but including employees who retire on a disability pension based on fewer years of service.

I. Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input into or control over any such changes. However, as a participating SHBP employer, the County is governed by any such changes. Accordingly, when SHBP changes a benefit/benefit level, the benefit and/or benefit level in this Agreement will be changed accordingly including the cost of co-payments of prescriptions to employees. The County will not be liable for any such change or the impact of any such change. In addition, no grievance or complaint against the County challenging any such change can be processed under the grievance procedures of this Agreement or in any court of law or administrative agency. This provision does not preclude the Union, an individual employee of the County from filing an appropriate challenge against SHBP for any such change. This paragraph applies to any programs under the SHBP, for example the prescription drug program. The County will provide notification of any such changes to the Union and the employees. Any legislative change will go into effect immediately upon approval.

J. Members will pay a contribution to the cost of benefits as required by law.

ARTICLE XVI

Retirement Allowance

A. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed Five Thousand (\$5,000) Dollars. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay to the employee's estate the retirement leave pay.

B. Effective January 1, 2002, the maximum retirement allowance is increased to ten thousand dollars (\$10,000.00) calculated at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event, later than the following January. If an employee retires, but dies, prior to the payment of retirement leave, the County shall pay the employee's estate the retirement leave pay.

ARTICLE XVII

Probationary Employees

A. New permanent employees shall be considered probationary for a period of three (3) months from the date of employment, excluding time lost for sickness and other leaves of absence.

B. Where a new employee being trained for a job spends less than twenty-five percent (25%) of his/her time on the job, only such time on the job shall be counted employment for purpose of computing the probationary period.

C. During or at the end of the probationary period, the County may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

D. Employees who hold "provisional" status under Civil Service law and are hired after March 9, 1995, may be terminated by the County at will, and with no recourse to the contractual grievance and arbitration procedure, during the first six months of employment. Such employees may process any disciplinary action brought against them other than termination under the contractual grievance arbitration procedure to the extent permitted by law. Such employees shall accrue seniority from their date of hire.

ARTICLE XVIII

Transfers

A. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer.

B. The County will post all available positions in a timely manner. Notices of vacancies will be posted on all bulletin boards in work locations where bargaining unit employees are assigned. Vacancies will be posted for five (5) administrative calendar days.

C. Eligible employees must submit their bids for a vacant position to the Office of the County, Director of Personnel not later than the final day the vacancy is posted.

D Only persons who are qualified for the vacant positions will be considered. The County will determine employees' qualifications and appoint the person(s) the County deems most qualified to hold the position(s).

E. In cases where qualified employees are deemed by the County to be equal, employees will be appointed in the order of seniority as defined in this Collective Bargaining Agreement.

F. Nothing in this Article shall supercede, negate, or modify the rights of any person, whether or not employed by the County, under the rules and regulations of the relevant State Agency with jurisdiction. The County will not post vacancies for positions covered by any Civil Service Commission Certification List, Promulgated List, Re-employment List, or Special Re-employment List, or vacancies for positions that have been announced in the monthly

bulletin published by the civil Service Commission. No employee shall be considered for any position unless he/she is named on the Civil Service Certification or other list pertaining to that position.

G. Employees' eligibility for positions represented by other unions is subject to any limitations contained in the other unions' contracts and/or contained in any practice established under the other unions' contracts.

H. Employees shall not be permitted to bid on vacancies in positions in the unclassified service for which approval by the Board of Chosen Freeholders is necessary when the appointment is required by law, or on vacancies in positions in the Judiciary, Offices of the Sheriff, Proscutor, Register, County Clerk, Surrogate or any constitutional office not contained in the bargaining unit, or in any independent authority or agency.

ARTICLE XIX

Breaks in Continuous Service

A. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee who has resigned is reinstated to work in any capacity within one (1) year thereafter there shall be no break in continuous service.

ARTICLE XX

Separation of Employment

A. Consistent with the applicable Civil Service rules and regulations, upon discharge the County shall pay all money including pro rata vacation pay due to the employee.

B. Upon quitting, the County shall pay all money due to the employee including pro rata vacation pay in the next pay period following such quitting.

ARTICLE XXI

Seniority

A. Consistent with applicable Civil Service laws, rules and regulations, seniority shall mean a total of all periods of employment within classifications covered by this Agreement, except that an employee shall lose seniority rights only for any one of the following reasons:

1. voluntary resignation;
2. discharge for just cause;
3. failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident.(The County may require substantiating proof of illness or accident);
4. continuous lay off beyond recall period for reemployment outlined in this Agreement; and
5. resignation not in good standing (absence from work without permission for five or more consecutive work days).

B. To the extent any provision of this Article conflicts with the regulations of the New Jersey Department of Personnel currently in effect, the latter shall control, and the conflicting provision of this Article shall have no effect.

C. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in any capacity in the County.

D. "Classification Seniority" shall be defined as the length of time an employee has worked continuously in a specific job classification, within the County, and within the Department.

E. Bargaining Unit Seniority shall control the choice of assignments provided that all other relevant factors (e.g., abilities, experience, management needs), are determined by the County to be equal.

F. Bargaining Unit Seniority shall control the choice of shifts for Supervising Juvenile Detention Officers at the Youth House provided that all other relevant factors (e.g., abilities, experience, management needs), are determined by the County to be equal.

G. Classification Seniority shall apply for scheduling of vacations.

ARTICLE XXII

Uniforms

A. The County will provide each Supervising Juvenile Detention Officer with an annual uniform allowance of \$450. The allowance shall be paid no later than the second pay date in January. The uniform allowance shall be for the purchase and maintenance of County authorized uniforms.

To the extent that the County will pay the full cost of purchasing uniforms or other clothing items required to be worn by employees, employees who are provided vouchers or allowance to purchase such clothing, and have been informed by the County as to where they can purchase such clothing shall purchase uniforms or clothing made in the United States, unless United States manufactured is not available. If the County does not pay the full costs of uniforms or other clothing items required to be worn by employees, the employees will be under no obligation to purchase uniforms or clothing made in the United States.

B. The County and the Union agree to form a uniform committee which will meet during the term of this Agreement to review the uniforms provided to members of the bargaining unit.

C. The County shall provide a uniform for each Parks employee consisting of pants, and long and short sleeve shirts. The County shall also make raincoats available for use by Parks Department employees while on duty, if needed.

D. For Road and Park Supervisors, effective January 2008, the County will increase the annual boot allowance to \$100.00 for each employee and the allowance to be paid upon the employee providing a receipt.

E. All other employees, except Supervising Juvenile Detention Officers, who have in the past received uniforms, the County will provide uniforms as per prior collective bargaining agreements.

F. Each employee assigned to the Division of Parks will receive an annual \$15.00 stipend toward the purchase of gloves that meet appropriate state occupational safety and health standards. Such employees are obligated to wear the gloves when performing tasks that require such protection. Payment will be made on or about the first pay day in March.

ARTICLE XXIII

Lay-off and Recall

A. The County will adhere to the New Jersey Department of Personnel Rules and Regulations governing layoffs, seniority, demotional rights, and recalls as contained in N.J.A.C. 4A:8-1. 1, et seq.

B. Recall

1. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification and no new employee shall be hired to that classification until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the County with any address change while waiting for recall. This preferential list shall be in effect for such period as provided for by Civil Service rules and regulations. If Civil Service falls to specify period for such list, then it shall remain in effect for a period of one (1) year.

2. Permanent employees will be recalled to work in the reverse order in which they were laid off by the Appointing Authority. Notice of recall will be made in writing via certified mail to the employee's home address of record.

3. a. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his/her recall rights and resigned.

b. An employee recalled to his/her former job classification must report for reinstatement within the specified time limits or be considered to have resigned.

c. An employee recalled to a job classification with a lower salary than his/her previous job classification may refuse such position and remain eligible for recall.

4. An employee on layoff accrues no additional sick leave or vacation credits. When an employee is recalled from layoff and reinstated, he/she is considered to have continuous service credit for computation of future earned vacations.

ARTICLE XXIV

Wages

A. Effective July 1, 2015 all current base salaries, and the minimum annual starting salary, for each title shall receive a three percent across 3.0% the board wage increase (*Schedule A*).

B Effective July 1, 2016, all current base salaries, and the minimum annual starting salary, for, each title shall receive a two and one half percent (2.5%) across-the-board wage increase applied to the base annual salary in effect June 30, 2016.

C. Effective July 1, 2017, all current base salaries and the minimum annual starting salary, for each title shall receive a two and one half percent (2.5%) across-the-board wage increase applied to the base annual salary in effect on June 30, 2017.

D. Effective July 1, 2018, all current base salaries and the minimum annual starting salary, for each title shall receive a two and one half percent (2.5%) across-the-board wage increase applied to the base annual salary in effect on June 30, 2018.

E. Effective July 1, 2019, all current base salaries and the minimum annual starting salary, for each title shall receive a three percent (3.0%) across-the-board wage increase applied to the base annual salary in effect on June 30, 2019.

F. The provisions of this section shall only apply to those employees on the payroll as of the date of this Agreement as well as those employees who left the County employment due to death or retirement between June 30, 2011 and September 5, 2013 and no other employee shall be entitled to receive retroactive increases.

G. Salaries for current employees and newly-hired employees shall be paid biweekly on a two-week lagging basis, with the employee's paycheck to be issued two weeks after the closing date

of the pay period. Subject to adjustment due to unpaid absences, biweekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then current calendar year.

H. Salary Committee- The parties agree to form a salary committee that will meet during the term of this Agreement to review alleged salary disparities identified by the union.

I. 1. The minimum annual salary paid to full-time employees in this bargaining unit shall not be less than the minimum salary established for their respective job titles.

2. In order to assure its ability to hire qualified personnel, the County reserves the discretion to hire new employees at salaries exceeding the minimum annual salary for the applicable job title. The granting of such advanced salary placement shall be within the sole discretion of the County; provided, however, that the County shall notify the union of any new employee hired at a salary exceeding the minimum annual salary within twenty (20) days of such hire, and shall state the criteria upon which the County relied in determining advanced salary placement to be appropriate. The Union shall within twenty (20) days of receipt of such notice, advise the County of other bargaining unit members meeting such stated criteria, who thereupon shall receive a salary not less than that received by said new employee. The county will notify the Union, in writing, whenever an employee is hired at an annual base salary greater than the minimum.

J. Part-time employees who are so designated on the County payroll shall receive a proportionate increase of the amounts contained in the foregoing paragraphs if they are so entitled.

K. The increases will be implemented as quickly as possible after ratification.

L. There will be no automatic salary level movement or automatic salary increases beyond the expiration date of the collective bargaining agreement. This section does not apply to the Longevity Article.

M. During the term of the collective negotiations agreement, should the New Jersey Legislature pass any law that directly or indirectly impacts the terms and working conditions of employment, the Union and the County agree to abide by such legislation.

N Weekend Differentials as delineated in the Letter of Understanding (*Schedule B*) annexed to this Agreement shall be continued for the duration of this Agreement.

O Shift differentials for night and midnight shifts as delineated in the Letter of Understanding (*Schedule C*) annexed to this Agreement shall be continued for the duration of this Agreement.

P. Employees must earn an annual base salary that is at least five percent (5%) higher than the annual base salary of her/his highest-paid subordinate employee.

Q. The practice of releasing early paychecks and advance vacation checks is discontinued now that the Direct Deposit System is in place.

R. Direct Deposit: All members will be required to receive their pay through direct deposit effective January 1, 2014. The County will assist members in obtaining bank accounts, if necessary.

S. A market rate adjustment shall be given to Supervisors of the JDO's in the Youth House as follows:

July 1, 2006	\$500.00 per annum
July 1, 2007	\$500.00 per annum
July 1, 2008	\$500.00 per annum

T. Mileage Reimbursement

Effective upon ratification of this agreement, the County will pay a mileage reimbursement of

\$0.40 per mile for the use of a bargaining unit employee's personal vehicle while performing official business on behalf of the County. Reimbursements must be requested in accordance with existing County Procedure.

U On-Call: Employees required to be on call by the Employer shall receive a minimum 4 hour call-in and an annual \$500.00 stipend.

On-Call does not apply to members who have been scheduled for OT, ie. Snowduty, or individuals who are not scheduled for on-call by management.

Pre-scheduled OT is not subject to on-call pay.

ARTICLE XXV

Longevity

A. The County of Hudson recognizing the importance of long term employees of the County of Hudson sets forth the following longevity program that shall be:

1. For employees with more than five (5) years of service but not more than ten (10) years of service:

Effective January 1, 2008

\$500.00 per annum

2. For employees with more than ten (10) years of service but not more than fifteen (15) years of service:

Effective January 1, 2008

\$700.00 per annum

3. For employees with more than fifteen (15) years of service but not more than twenty (20) years of service:

Effective January 1, 2008

\$900.00 per annum

4. For employees with more than twenty (20) years of service

Effective January 1, 2008

\$1,100.00 per annum

5. For employees with twenty-five (25) years of service

Effective January 1, 2008

\$1,300.00 per annum

B. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

ARTICLE XXVI

Miscellaneous

A. It is the intention of both parties that this Agreement effectuates the policies of N.J.S.A. 34:13A-1 et seq. and be construed in harmony with the rules and regulations of the New Jersey Department of Personnel.

B. Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

C. This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the County and the Union.

D. Current terms and conditions shall apply unless modified herein. All proposals not previously agreed nor specifically referenced herein will be considered withdrawn by the proposing party.

E. The County shall pay one-half (1/2) the printing bill for this Agreement for one hundred twenty-five (125) copies.

F. The terms of this Agreement shall apply only to those employees on the payroll as of January 11, 2016 as well as to those who retired or were on an approved medical leave of absence from June 30, 2015 to January 11, 2016. Persons who were terminated for cause or who resigned not in good standing between June 30, 2015 to January 11, 2016 shall not be entitled to benefits hereunder.

G. It is agreed that employees now receiving shift or continuous operation differential and who continue to be entitled to such shift or continuous operation differential under established past practice shall continue to receive such shift or continuous operation differential for the duration of this Agreement. The parties agree that for the duration of this Agreement there shall not be an expansion of shift or continuous operation differential coverage after the signing of the Agreement.

H. The County shall give 48-hour notice in change of shift at the Youth House except in the case of emergency.

I. The County shall create a multiple-union safety and health committee consisting of representatives of all non-uniformed bargaining units.

ARTICLE XXVII

REOPENER

The County and the Union agree to reopen negotiations in the event the County reaches an understanding with another non-uniformed union during the term of this renewal agreement, providing for wage increases, stipends, vacations or health benefit changes greater than those negotiated under this Agreement. In such case, the reopening of negotiations shall be limited to considering wages, stipends, vacations or health benefits only.

ARTICLE XXVIII
RETROACTIVE PAY

The parties agree that in any future collective negotiations agreement they may conclude, any employee who voluntarily resigns from employment with the County prior to conclusion of the Agreement, regardless of whether such resignation is or is not in good standing, shall be excluded from any benefits, including retroactive benefits. Thus, only those employees who are active on the day that concludes their successor Agreement or who retired or passed away between the expiration of the prior Agreement and the date of the successor agreement will be entitled to benefits, including retroactive benefits.

ARTICLE XXIX

ON-CALL PAY

Employees in the title of Supervising Counselor Penal Institution will receive an annual stipend of \$500.00 for being on call. The payment will be made in a lump sum, less applicable payroll deductions, on or about the last pay day of the calendar year. Employees receiving such on-call pay who work less than a full calendar year will have the pay prorated on a monthly basis.

ARTICLE XXX

Overtime

1. (a) **MEADOWVIEW PSYCHIATRIC HOSPITAL EMPLOYEES:** Employees assigned to Meadowview Psychiatric Hospital will be paid time and one-half their regular rate of pay for all hours worked in excess of eight in a day and 80 in a 14-day period. Employees assigned to Meadowview Psychiatric Hospital who are scheduled to work less than 80 hours in a 14-day period will be paid their regular rate of pay for all hours worked up to 8 in a day or 80 in a 14-day period. For purposes of this section, meal periods are considered time worked.

(b) **ALL OTHER EMPLOYEES:** Employees assigned to all other work locations will be paid time and one-half their regular rate of pay for all hours worked in excess of 40 in a week and eight hours in a day. Employees assigned to all other work locations who are scheduled to work less than 40 hours in a week, will be paid their regular rate of pay for all hours worked up to eight in a day or 40 in a week. For purposes of this section, meal periods are considered time worked.

(c) **CALCULATION OF TIME AND ONE HALF OVERTIME RATES** The employees' time and one-half overtime rate is calculated by dividing their annual salary by the annual number of non-overtime hours regularly worked. For example, an employee who is regularly scheduled to work 40 hours in a week (9:00am-5:00pm) works 2,080 hours in a year. An employee who regularly works 35 hours in a week (9:00am-4:00pm) works 1,820 hours in a year.

An employee's annual salary for purposes of calculating the overtime rate includes the following:

1. Base salary;
2. Differentials;and
3. Longevity Pay;

The value of meals provided to the employees by the County is not included in the employee's annual salary.

Time and one-half means that an employee earns one and one-half hours' pay for each hour of overtime worked.

(d) At the discretion of the County, employees who are eligible for overtime compensation may have compensatory time substituted for cash overtime, at the rate of time and one half for all hours actually worked in excess of forty (40) hours in a workweek. Hours worked up to forty (40) hours of actual work in a workweek will be compensated in cash or compensatory time, at the County's option, at the straight time rate.

Accumulation of Compensatory Time Employees may accumulate a maximum of 240 hours of FLSA compensatory time pursuant to the policy. Since compensatory time is earned on the basis of time and one-half, this represents 160 hours of actual overtime work. Employees who work in a public safety activity, emergency response activity, or seasonal activity may accumulate up to 480 hours.

Employees who have reached the 240 or 480 hour FLSA maximum must be paid time and one-half in cash for all hours worked in excess of 40 hours in a week.

Compensatory time that is earned for work that is not in excess of 40 hours per work week is not included in the 240 or 480 calculation and is known as "other compensatory time. This includes compensatory time for hours worked on holidays.

Use of Compensatory Time Employees will be allowed to use compensatory time at their request provided that the use of the compensatory time does not unduly disrupt the operations of the work location.

Payment for Accrued FLSA Compensatory Time The County may, at its option, substitute cash, in whole or in part, for compensatory time. Such substitution will not affect subsequent granting of compensatory time off in futuro workweeks for work periods.

1. The average regular rate received by the employee during the last three years of employment; or
2. The final regular rate received by such employee, **whichever is higher.**

The phrase “last three years of employment” means the three year period **immediately** prior to termination, so that if an employee has a break-in-service, the period of employment after the break will be treated as a new employment.

(e) Employees assigned to snow removal duty shall be paid one and one-half (1 1/2) times their regular rate of pay for the first eleven (11) hours of overtime and double time their regular rate of pay for hours worked in excess of eleven (11).

(f) Employees who are not required to receive overtime compensation under the Federal Fair Labor Standards Act (FLSA) and who earn an annual base salary of \$50,000 or more are not eligible for overtime pay. The annual base salary for such employees is compensation for all hours that are required to be worked. Employees who are entitled to receive overtime compensation under the FLSA and who earn an annual base salary of \$50,000 or more shall receive overtime pay only to the extent required by the FLSA

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days, and sick leave days. Unpaid absences shall not be considered as time worked.

3. The County will assign, on an equitable basis, required pre-scheduled overtime among qualified employees. Employees shall be required to work overtime when necessary, for the proper administration of the County. Employees who refuse a directive to work overtime are subject to discipline, including discharge.

4. Employees will be paid double-time for all hours worked in excess of 16 continuous hours. This means that an employee will receive two hours' pay for each hour worked.

5. Employees who have in the past received compensatory time instead of pay, shall continue to do so.

6. Call In: Effective March 1, 1994, the County agrees to confirm and standardize the past practice that employees in the bargaining unit who are called in on their off-duty time will be paid a minimum of four (4) hours overtime pay, provided the employee works the full four (4) hours. The four (4) hours pay shall commence at the time the employee reports for duty.

7. Non-Approved Overtime: Employees must get permission from their supervisors before they work overtime. Employees who work overtime without permission are subject to discipline, including discharge.

ARTICLE XXXI

Tuition Reimbursement

A. Final decision on application for educational leave will be the responsibility of the County. In screening applicants for educational stipends, the County shall take into consideration the following:

1. Applicant's performance in present job, seniority, his or her interest and capacity for studying at the graduate level and his or her potential for special job assignments. If all of the above criteria are deemed equal in the County's sole discretion, among all applicants, seniority will prevail.

2. Applicant must be an employee of the County in a permanent status for at least two (2) years.

B. Selection will be limited to two (2) candidates per year.

C. Approval is contingent upon the County's ability to absorb and reassign workload during the period of study.

D. Upon graduation, the Employee must remain with the County for a period of a month and one-half (1 1/2) for every month of attendance at school.

E. Subject to County approval, the cost of any graduate or undergraduate courses taken by permanent employees with two (2) years of service with the County, in order to increase their knowledge in relevant and job-related fields, will be reimbursed by the County provided that the employees make application, in writing, in advance, continue on full-time employment with the County and attain a passing grade. Such courses are to be taken at a New Jersey State institution during non-working hours.

F. The County will pay for tuition and stipends and specified expenses in accordance with paragraph H (3) hereunder.

G. Applicants hereunder will be limited to employees within the bargaining unit.

H. **Tuition Reimbursement Committee**

1. The parties shall establish a joint labor-management relations committee, composed of representatives of the Union and the County, for the purpose of studying and recommending to the County the inclusion of curricula in the foregoing tuition reimbursement program; specifically, to address questions of job relatedness of proposed courses. The function of such a committee shall be to recommend. The County reserves the right to determine job relatedness for purposes of tuition reimbursement.

2. The County will explore the possibility of arranging for programs of education and skill development with Hudson County Community College and Jersey City State College.

3. Rate: The maximum tuition and mandatory fee reimbursement will be at the rate charged by Rutgers University for both undergraduate and graduate courses, as appropriate.

4. The County will entertain requests for up to twelve (12) hours of release time for class attendance, in connection with approved curricula, on a case-by-case basis. This Agreement shall not compel the County, however, to grant such requests.

I. Continuing Education Committee: The County and the Union agree to establish a committee to meet and make recommendations regarding the career advancement of employees. The Committee shall consist of two Union and two County representatives.

ARTICLE XXXII

Collective Bargaining

A. The Association shall not be limited in the number of representatives on its negotiating team. However, no more than one representative from each work location may be released from his/her work assignment to be a member of the negotiating team, unless emergency circumstances prevent such release. The Local may request that the County release one more employee from a work location, subject to County staffing requirements.

ARTICLE XXXIII

Hours of Work

A. The County shall have the right to determine the regular work schedule of individual employees. Such a regular work schedule may include consecutive work days and may include Saturday and Sunday and afternoon and evening work hours. The County reserves the sole right to schedule an individual employee's work day/week.

B. Employees hired, promoted, transferred, or otherwise included in this bargaining unit on or after August 15, 1991, for positions covered under this Agreement currently or in the future, shall be required to work forty (40) hours per week. For bargaining unit positions in which the current workweek is less than thirty-five (35) hours, the County shall increase the workweek by no more than five (5) hours for such new employees. Any bargaining unit member not included on said list shall be deemed to have a regular work week of forty (40) hours per week.

C. In the event the County exercises its discretion as set forth in paragraph A hereof, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:

(1) The County shall first request volunteers in the required job classification, if more than one person is in the classification, from among employees in the relevant department or unit, who shall be assigned the designated schedule.

(2) Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory and made in reverse order of seniority, with the least senior employee in the relevant department and/or unit in the required job classification being assigned to the designated work shift.

(3) Upon the hiring of a new employee in the job classification, said employee, being the least senior in the department and/or unit in the job classification effected,

shall be first assigned to the work schedule mandatorily occupied by a more senior employee in the same job classification in the relevant department and/or unit.

(4) Aside from the initial effect of a new hire into the department and/or unit provided for in subsection (3) above, there shall be no bumping with respect to work schedules.

(5) The assignment of work schedules shall be reviewed periodically for the purpose of identifying the availability of employees in a department or unit to work a designated schedule on a voluntary basis.

(6) Notwithstanding the foregoing, work schedules in effect may be maintained without the need for the County to utilize the procedures in paragraphs 1-5 above.

D. The County will undertake reasonable efforts to assure supervision of those employees assigned to a work schedule during those periods of work outside the regular work day provided that nothing here shall be deemed to detract from or otherwise waive the County's right to establish and determine the level of or need for supervision of the work force.

E. The County will undertake reasonable efforts to provide security measures for employees whose work schedule is changed.

F. Except in cases of emergency, the County shall provide notice to the Union and the affected employees at least thirty (30) days prior to the implementation of a change in the work schedule. If requested, the County shall meet with the affected employees and their Union representative for the purpose of explaining the change in the work schedule.

G. An Employee may request a change in his/her work schedule. Permission to work the requested schedule shall be at the sole discretion of the County.

H. The County agrees to undertake reasonable efforts to ascertain the availability of parking for those employees whose schedule is changed.

I. If employees are required to work 24 hours straight and they are scheduled to work the next day they shall receive the next day off with pay, irrespective of shift.

J. The County shall provide notice to the employee at least 30 calendar days prior to

the implementation of a shift change. The County may change an employee's shift on less than thirty (30) days notice, however, in such an instance, the affected employee shall receive an extra personal day for that year only. This day will be scheduled with Management approval. If an employee is given less than 30 days notice to change shifts, then the employee will receive one (1) personal day for that year. If an employee volunteers to change they shall not receive a personal day.

K. County Shut Down: Employees who are required to work their full shift on a day on which the County shuts down due to an emergency, shall receive a day off with pay on a day for day basis.

ARTICLE XXXIV

Vacation

A. Employees hired January 1, 1979 and later, covered by this Agreement shall be granted the vacation schedule below:

- * First year of employment - **1 day per month up to the end of the 1st calendar year.**
- * Beginning the 2nd calendar year of employment through the 5th calendar year - **12 working days.**
- * Beginning the 6th calendar year through the 15th calendar year - **15 working days.**
- * Beginning the 16th calendar year through the 24th calendar year - **20 working days.**
- * In the 25th year of continuous service - **25 working days.**
- * In the 26th year of continuous service - **26 working days.**
- * In the 27th year of continuous service - **27 working days.**
- * In the 28th year of continuous service - **28 working days.**
- * In the 29th year of continuous service - **29 working days.**
- * In the 30th year of continuous service and thereafter - **30 working days.**

ARTICLE XXXV

Personal Days

Employees shall receive two (2) paid personal days per year. Personal days will be earned on the basis of one (1) paid personal day for each full six (6) months actually worked in the calendar year. Newly hired employees are eligible for personal days during the calendar year in which they are hired as follows:

<i>DATE EMPLOYED</i>	<i>ENTITLEMENT</i>
January 1 - June 30	2
July 1 - September 30	1
October 1 - December 31	0

Employees shall receive one (1) additional personal day per year, for a total of **three per year, after five years of service** effective March 9, 1995. Three personal days will be earned on the basis of one day for each four month period-of-service worked in the calendar year.

Requests for personal days shall be made in writing at least twenty-four (24) hours in advance, and shall be approved in advance of the requested date(s) by the employee's immediate supervisor. Personal days may be granted on short notice in the event of an emergency.

New employees hired after August 31, 1989, must be in the employ of the County for one (1) full year of continuous service before being entitled to paid personal days under this provision.

Personal days must be used in the calendar year that they are earned. There shall be no carryover, banking or cashing out of personal days. A request to utilize a personal day shall not be unreasonably denied.

ARTICLE XXXVI

Acting Lead Supervisors, Youth House

A. Any Supervising Juvenile Detention Officer assigned to serve as acting lead supervisor shall receive one hour's additional pay, at the rate of time and one-half, for each full shift he or she serves as acting lead supervisor. Notwithstanding the foregoing, the parties recognize and agree that the following managerial positions are not bargaining unit positions, and are not subject to the terms of this Agreement: Youth House Superintendent, Director of Custody and Chief of Custody.

B. The following Juvenile Detention Center (JDC) employees are serving in the positions which are considered non-union by virtue of the nature of their duties, or that their inclusion in Council 22 is inappropriate, given those duties.

Donald Daly - Director of Custody
Gary Gusick - Chief of Custody

C. If any of the employees in Paragraph B stops serving in the non-union position noted, they will revert to their Supervising Juvenile Detention Officer titles and perform duties commensurate with that title. In addition, the employee will earn the following annual base salaries effective July 1, 2001 and increased by the % increase noted elsewhere in this Agreement:

Donald Daly - \$56,619
Gary Gusick - \$46,836

These salaries reflect inclusion of all supplemental pay (lunch, stipends, roll call, weekend and additional duties) except for shift differentials and longevity pay, which shall continue to be paid separately. The included supplemental pay items are recognized as being eliminated as separate items of compensation.

D. While serving in the non-union positions noted Paragraph B, the employees will earn the annual salaries agreed upon between each employee and the County.

ARTICLE XXXVII

Training Supervisor and Building Security Supervisor, Youth House Trainer Parks Department

Any Supervising Juvenile Detention Officer who is assigned to the duties of training supervisor or building security supervisor shall receive a stipend, in addition and separate from his or her base salary at a rate of \$750 per calendar year. If a Supervising Juvenile Detention Officer assigned to the duties of training supervisor and building security supervisor for less than one full calendar year, the officer shall receive a stipend pro rated on a monthly basis.

The employee designated as trainer in the Parks Department shall receive an annual stipend of \$750.00. If the individual is assigned to the duties of training for less than one full calendar year, the individual shall receive a stipend pro rated on a monthly basis.

ARTICLE XXXVIII

Supervising Communications Operator

The provisions of this Article apply only to individuals employed in a Supervising Communications Operator position. The provisions of this Article supersede any provisions of this Agreement that conflict with the provisions of this Article.

1. The regular workday for Supervising Communications Operators shall consist of 7.75 hours of work time, inclusive of two 15-minute break periods. The work schedule shall be determined by the County. The County reserves the right to alter any Supervising Communications Operator's work schedule to meet operational needs. In no case will the County assign any Employee to a work schedule involving more than 38.75 hours of work time per week.

2. Each Supervising Communications Operator shall receive a half-hour, duty-free lunch period each workday, in addition to their 7.75 hours of work time. The duty-free lunch period shall not be considered work time.

3. Employees shall receive overtime compensation for all time worked in excess of their regular work schedules. Time worked in excess of the regular work schedule, but not in excess of 38.75 hours in a given week, shall be compensated at straight time rates. Time worked in excess of the regular work schedule and in excess of 38.75 hours in a given week shall be compensated at the rate of time and one-half. "Time worked" shall include all hours actually worked, plus all authorized vacation leave, jury duty leave, funeral leave and sick leave. Unpaid leaves shall not be considered "time worked." The paid, duty-free lunch period shall not be considered "time worked" unless the Employee is authorized to work during the lunch period, in which case, only the time actually worked during the lunch period shall be considered "time worked."

4. A "week" shall be defined as beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday.

5. Each Employee's daily half-hour, duty-free lunch period and two 15-minute breaks will be scheduled by the County, with one break occurring before the lunch period and one break occurring after.

6. In cases of scheduled overtime, or when the County has more than one hour prior notice of the need for overtime work, qualified Employees will be afforded the opportunity to volunteer for the overtime work. Qualified Employees will be offered the opportunity for overtime work in decreasing order of seniority.

7. When the County has prior notice of one hour or less of the need for overtime work, or in any situation in which the County is unable to obtain the required number of volunteers, mandatory overtime shall be assigned as follows:

I. Qualified Employees on the shift scheduled to go off duty shall be retained, in increasing order of seniority;

ii. If additional qualified Employees are still required, qualified Employees normally assigned to other shifts will be called in, in increasing order of seniority.

8. Seniority rotation for voluntary and mandatory overtime will be continuous; that is, rotation on the seniority list will commence at the point reached during the previous overtime opportunity or assignment.

9. Notwithstanding the foregoing, the County reserves the right to make overtime assignments without regard to seniority when warranted, in the County's judgment, by the need for special skills, qualifications or experience, by training considerations, or by other special circumstances.

10. The current work shifts are:

Day7:45 a.m. to 4:00 p.m.

Evening.....3:45 p.m. to 12:00 midnight

Night.....11:45 p.m. to 8:00 a.m.

Each shift includes a half-hour, paid, duty-free lunch period. These shifts are subject to change at the Employer's sole discretion.

11. During each Employee's first twelve months of employment, he or she may be assigned to a rotating work shift. The County shall determine, in its sole discretion, when such rotating shifts shall commence, how the rotating shifts shall be implemented, and what the specific rotating shift of each Employee shall be. After completion of twelve months of employment, the Employee will be assigned to a regular, non-rotating shift. The County shall determine, in its discretion, the non-rotating shift to which the Employee will be assigned; provided, however, that seniority will govern shift selection among Employees if the County determines that the Employee's experience, qualifications and abilities are equal. The County reserves the right to reassign Employees from shift to shift in its discretion.

12. A. Employees assigned to rotating work shifts, and Employees assigned to regular, non-rotating evening and night shifts, shall receive a weekly shift differential equal to ten percent (10%) of their weekly base salary. If an employee is assigned to any shift for only a portion of a week, the weekly shift differential shall be prorated accordingly. A "week" shall be defined as set forth in Paragraph 4, above.

B Each Employee shall receive an annual weekend differential at the rate of \$450 per calendar year. If an Employee is employed as a Supervising Communications Operator, for only a portion of a calendar year, the annual weekend differential shall be prorated accordingly.

13. Employees must notify the County of an anticipated absence from work at least one hour prior to the start of the work day. Failure to provide such notice will result in loss of pay for the work day, and may result in disciplinary action.

14. Employees called into duty during off duty hours to work mandatory overtime under Paragraph 7(ii) above, will receive a minimum of four hours' overtime compensation. The rate of pay for such overtime compensation (straight time and one-half) shall be determined in accordance with Paragraph 3, above.

ARTICLE XXXIX
TRAINING STIPEND - 911 CENTER

Employees who are certified by the State of New Jersey to train 9-1-1 employees will receive an annual stipend of \$750.00, less applicable payroll deductions, in addition to, and separate from, his or her base salary. If an employee is assigned to training duties for less than one full calendar-year, the employee shall receive the stipend prorated on a monthly basis.

ARTICLE XL

9-1-1 SUPERVISORS

Effective July 1, 2001, the following Supervising Public Safety Telecommunicators will have their annual base salaries adjusted to \$24,579 to reflect a 5% differential over the highest paid subordinate employee:

- ◆ T. Crooms
- ◆ V. Harrison
- ◆ D. Gibson
- ◆ C. Gomez
- ◆ M. Briamonte
- ◆ D. Rodriguez

The Supervising Public Safety Telecommunicators shall receive a salary adjustment effective July 2, 2007 to a salary of \$30,000.00 per annum. All subsequent salary improvements shall be applied per the negotiated settlement and corresponding year.

ARTICLE XLI CLAIMS ADJUSTMENT

Section 1. When an employee's personal property is damaged or lost as a result of an incident arising out of or incidental to the lawful performance of his or her duties as a employee, the County shall reimburse the employee for the replacement value of the property, except a follows. Keep in mind personal property is defined as property worn on one's person.

A. The County shall only be liable for loss or damage to jewelry or watches up to \$ 100.00.

Section 2. A claim for any such loss or damage must be reported to the County, in writing, within five (5) days of the loss or damage.

Section 3. At the County's option, an employee submitting a claim under this Article may be required to submit three (3) estimates in support of the claim. In such cases, the County shall reimburse the employee for the lowest estimated value of the claim.

Section 4. Employees who receive full or partial reimbursement from a third party, including insurance, for a claim paid pursuant to this Article must reimburse the County for any amount of money received from the third party.

ARTICLE XLII
SNOW REMOVAL

1. If called in for Snow Removal get time and one-half.
2. At beginning of the next regular shift if continuing to do snow removal continue to be paid at time and one-half.
3. At beginning of regular shift no Snow Removal duties. Time and one-half stops and convert to regular time.

Depending upon the length of call in and continuous duty, Management at its sole option may allow the individual employee to go home at regular pay.

4. Management will always make every effort to use internal resources prior to using an outside vendor for Snow Removal. However, the safety of the public will always take precedence where deciding to use an outside vendor or not.
5. Snow begins during a normal work shift, the employees remain on regular pay unless an emergency is declared by the County Executive. If an emergency is declared because of snow, the employees will go to time and one-half at that point.
6. Double time would take place at the same time and guidelines as the current policy.
7. Management will make best efforts to provide appropriate rest period and facilities for employees.
8. Employees will receive a 10% increase in base wages when they are assigned to Snow Removal and will continue to receive this 10% differential until their assignment to Snow Removal is done.

ARTICLE XLIII


DURATION

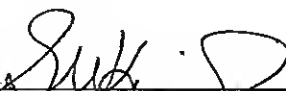
The provisions of this Agreement shall be effective July 1, 2015 and shall continue and remain in full force and effect to and including June 30, 2020 when it shall expire at 11:59 p.m. unless an extension is agreed to by both parties and expressed in writing prior to such date. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he/she must notify the other party in writing not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 11th day of January, 2016.

COUNTY OF HUDSON

NJCSA HUDSON COUNTY
SUPERVISORS LOCAL, INC., COUNCIL NO. 22

BY: 
David Drumeler,
Deputy County Administrator

BY: 
Sidney W. King, Jr.
President of NJCSA - Council No. 22

Dated: _____

Dated October 20, 2016

STATE OF NEW JERSEY)
 : SS
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this 9th day of Nov, Two Thousand and sixteen, before me, the subscriber, _____ personally appeared who being by me duly sworn according to law, on his oath says that he is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that DAVID DRUMELER, is the Deputy County Administrator that he knows the corporate seal of said County of Hudson and that the seal affixed to the foregoing instrument is the seal of said County; that the said DAVID DRUMELER as Deputy County Administrator signed said instruments and affixed said seal thereto as his voluntary act and deed for the uses and purposes therein expressed, in attestation whereof, he the said ALBERTO G. SANTOS as Clerk, subscribed his name thereto.

ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to

before me this 14th day

of Nov, 2016

MARIA CORSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/31/2018
ID# 2108977

SCHEDULE A

EXPERIENCE ADJUSTMENTS

The following employees will receive experience-adjusted salaries as noted below. These adjustments are in lieu of the regular, negotiated increase that would otherwise be due on the date noted.		
<i>NAME</i>	<i>ADJUSTED ANNUAL BASE SALARY</i>	<i>DATE</i>
L. Harmon	\$36,193.00	July 1, 2001
V. Ganesh	\$31,089.00	July 1, 2001
A. Nestor	\$26,347.00	July 1, 2001
De Marco	\$30,900.00	July 1, 2001
L. Bale	\$37,969.00	July 1, 2002
M. Irby	\$35,117.00	July 1, 2005

SCHEDULE B
LETTER OF UNDERSTANDING

Weekend Differential

The County and the Union understand and agree that the following Weekend Differential shall be continued in accordance with the terms of the Collective Bargaining Agreement set forth in ARTICLE XXIV, Section K:

Weekend Differential:

Any Supervisor who works at least one weekend per month shall receive the weekend differential of \$450 per year. This provision will become effective the date of ratification of this Memorandum of Agreement by the County Freeholders.

- \$450 per year for working at least one weekend per month.

Hazardous Duty Pay: Hazard Duty Pay shall cease to exist effective upon the ratification of the contract. An equivalent amount of money will be applied to base pay to buy out this benefit for those individuals who were eligible for hazard duty pay in the past. \$250.00 will be applied to base salary for those individuals who received hazard duty pay in the Psychiatric Unit and the Acute Psychiatric Unit. This amount is a one time buyout and does not apply to the minimum salary.

SCHEDULE C
LETTER OF UNDERSTANDING

Shift Differentials

The County and the Union understand and agree that the following shift differentials for night and midnight shifts shall be continued in accordance with the terms of the Collective Bargaining Agreement set forth in Article XXIV, Section K:

Shift Differential:

- 3 p.m. - 11 p.m. = 10%
- 11 p.m. - 7 a.m. = 10%

SCHEDULE D

SIDE LETTER AGREEMENT OVERTIME

All employees in this unit who earn an annual salary of less than \$50,000 and who previously were not entitled to overtime, will earn overtime pursuant to Article XXVII as modified by the Memorandum of Agreement.

SCHEDULE E
SIDE LETTER AGREEMENT
COMPENSATORY TIME

Notwithstanding any provision to the contrary in the Memorandum of Agreement, Supervising Juvenile Detention Officers may continue to exercise the option to receive compensatory time at the rate of time and one-half in lieu of cash overtime for all hours worked in excess of forty (40) hours in a work week. Supervising Juvenile Detention Officers may accumulate up to 80 hours of such compensatory time. However, in no case shall a Supervising Juvenile Detention Officer be allowed to carry over more than 40 hours of accumulated compensatory time into a new calendar year.

Accrued compensatory time over 40 hours shall be cashed out by the second pay date in January.

SCHEDULE F

SALARIES

SUPERVISING JDO'S

	06/30/2011	2.0% 04/01/2012	2.0% 07/01/13	2.0% 07/01/14
<i>NEW SJDO</i>	<i>52,062</i>	<i>53,103</i>	<i>54,165</i>	<i>55,248</i>
<i>SR JDO</i>	<i>49,661</i>	<i>50,654</i>	<i>51,667</i>	<i>52,700</i>

SCHEDULE F SALARIES

This Supervising Juvenile Detention Officer salary structure expires on June 30, 2006. No movement to another salary will take place after that date unless such movement is negotiated by the parties in a successor agreement.

The 6/30/01 salary figure reflects the employee's annual base salary, plus all differentials, bonuses, extra pay, stipends or compensation, except longevity, shift differential and compensation for Acting Lead Supervisor and Training Stipend.

All increases reflect elimination of all differentials, bonuses, extra pay, stipends or compensation except longevity, shift differential and compensation for Acting Lead Supervisor and Training Stipend. The eliminated items are included in the employee's annual base salary effective July 1, 2001. Longevity, shift differential and compensation for Acting Lead Supervisor and Training Stipend, will continue to be paid separately.

The parties agree that Supervising Juvenile Detention Officers work a schedule based on a 14-day regularly recurring work periods consisting of two repeating patterns of five, 8-1/2 work days and two scheduled days off. It is understood and agreed that this schedule constitutes a regular, recurring work period of 14 days' duration within the meaning of Section 7(k) of the Fair Labor Standards Act.

The parties further agree that SJDO's will be paid time and one-half their regular rate of pay for all hours worked in excess of 8-1/2 hours in a work day or 85 hours in a 14-day work period. This is a contractual threshold that the parties have agreed to separate and apart from any FLSA requirement.

New Supervising Juvenile Detention Officers will be paid the entry-level salary and will proceed to the second salary level on the one-year anniversary of being promoted. During the period preceding the one-year anniversary, newly-promoted Supervising JDO's are entitled to move to the new entry-level salary that takes effect on July 1st. For example, a Supervising JDO promoted on January 29, 2002 will earn \$37,262. On July 1, 2002, the Supervising JDO will earn \$38,380. On January 29, 2003, the Supervising JDO will earn \$39,831. The Supervising JDO will thereafter earn the following salaries on the dates noted:

DATE	SALARY
July 1, 2003	\$41,026.00
July 1, 2004	\$42,462.00
July 1, 2005	\$43,948